

EXHIBIT E

**IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE DISTRICT OF DELAWARE**

THOMAS A. EAMES, ROBERTA L. EAMES)	
and TAMMY EAMES, on behalf of)	
themselves and all others)	
similarly situated,)	
)	
Plaintiffs,)	C.A. No. 04-CV-1324KAJ
)	
v.)	
)	
NATIONWIDE MUTUAL INSURANCE)	
COMPANY,)	
)	
Defendant.)	

CERTIFICATION OF JOHN S. SPADARO

John S. Spadaro, certifies, under penalty of perjury, as follows:

1. I am an attorney admitted to the Bar of the Delaware Supreme Court and to the United States District Court in and for the District of Delaware, and a member of the firm of Murphy Spadaro & Landon. I make this certification on personal knowledge, and in support of the Eames Plaintiffs' Opposition to Nationwide's Motion for Protective Order herein.

2. Murphy Spadaro & Landon previously prosecuted against Nationwide the case of Phillips v. Nationwide Mut. Ins. Co., C.A. No. 97C-02-050VAB (Del. Super. Ct.). In 1999 the Phillips was settled pursuant to a confidentiality agreement.

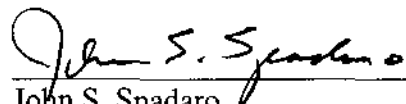
3. In August 2000, after Nationwide violated the Phillips confidentiality agreement by making certain protected facts public, Murphy Spadaro & Landon commenced an arbitration proceeding seeking a declaration that Nationwide's breach constituted a waiver of the confidentiality agreement's terms. The arbitrator, Stephen W. Armstrong of the Montgomery, McCracken law firm in Philadelphia, ultimately found a partial waiver by virtue of Nationwide's breach.

4. In June 2000, a few months before the Phillips-related arbitration proceeding commenced, Murphy Spadaro & Landon filed another lawsuit against Nationwide, Crowhorn v. Nationwide Mut. Ins. Co., C.A. No. 00C-06-010WLW (Del. Super. Ct.). Crowhorn was a PIP-related class action arising from several alleged claims-handling practices, including most notably the late payment of covered PIP claims in violation of 21 Del. C. §2118B. Crowhorn ultimately settled, with the Court's approval, for \$5 million.

5. In or about September 2000 Nationwide asserted a counterclaim in the Phillips-related arbitration alleging that, by framing the complaint in Crowhorn, Murphy Spadaro & Landon had committed its own breach of the Phillips confidentiality agreement. Nationwide asserted this counterclaim against Murphy Spadaro & Landon, attorney John Spadaro and attorney Roger Landon on a joint-and-several basis, seeking recovery of \$1.3 million. Nationwide pressed its counterclaim against attorneys Spadaro and Landon individually despite the fact that neither was a party to the Phillips agreement.

6. It took nine months to litigate Nationwide's \$1.3 million counterclaim to conclusion. In May 2001 arbitrator Stephen W. Armstrong found that Murphy Spadaro & Landon had committed no confidentiality violations whatever. Nationwide's counterclaim was thus defeated.

7. The cost to Murphy Spadaro & Landon of defending Nationwide's counterclaim in the Phillips-related arbitration (including attorney and paralegal time, arbitration fees and other costs) totaled \$59,768.83.


John S. Spadaro

February 9, 2006